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This instrument prepared by and after recording return to:



Doc#: 1030233044 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/29/2010 09:07 AM Pg: 1 of 10

William Starshak, Esq.
GOLDBERG KOHN LTD.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603
(312) 201-4000

8819270 Dz D6
3 of 3

LEASE SUBORDINATION

This Lease Subordination (this "Agreement") dated as of October 22, 2010, by GIORDANO'S ENTERPRISES, INC., an Illinois corporation ("Tenant"), whose address is 740 N. Rush Street, Suite 400, Chicago, Illinois 60611 in favor of FIFTH THIRD BANK an Ohio banking corporation, as successor by merger with Fifth Third Bank (CHICAGO), a Michigan banking corporation ("Lender"), whose address is 222 South Riverside Plaza, 32nd Floor, Chicago, Illinois 60606.

A. Lender and Randolph Partners, LLC - 740 Series, a series of a Delaware limited liability company ("Borrower"), are parties to that certain Amended and Restated Business Loan Agreement dated as of even date herewith (the "Loan Agreement") with respect to a loan from Lender to Borrower (the "Loan"). The Loan is secured by, among other things, that certain Amended and Restated Real Property Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage" and together with the Loan Agreement and all other documents evidencing or securing the Loan, collectively, the "Security Instruments") encumbering the Property (as defined below). Capitalized terms not otherwise defined in this Agreement shall have the meaning given them in the Loan Agreement.

B. Lender has required this Agreement as a condition to Lender's making the Loan.

C. Tenant is the operator of a certain Giordano's restaurant located on property more particularly described on Exhibit A with an address commonly known as 730 N. Rush Street, Chicago, Illinois 60611 (the "Property").

D. Borrower and Tenant are parties to that certain Restaurant Lease between Tenant, as lessee and Borrower, as landlord dated as of March 1, 2006 (as amended, the "Lease"). Lender and Tenant desire to confirm their intention that the lien of the Mortgage shall be prior and superior to the leasehold interest and estate created by the Lease, subject,

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Box 400-CTCC

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however, to the terms of this Agreement. In consideration of the mutual covenants and agreements herein contained, Lender and Tenant agree as follows:

1. Subordination and Attornment. Tenant hereby covenants and agrees that the Lease shall, for all purposes, be subordinate and inferior to the Security Instruments and any amendment, modification, substitution or replacement thereof. All subleases made by Tenant shall be expressly subordinate to the Security Instruments and shall include provisions, acceptable in form and substance to Lender, recognizing the superiority of the Security Instruments and providing for attornment, and at Lender's sole option, continuance of such subleases, in the event of any exercise of remedies under, or with respect to, the Security Instruments. Tenant covenants and agrees that if the Security Instruments are foreclosed, whether by power of sale or by court action, or upon a transfer of the Property by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure, including Lender or an affiliate of Lender, if it is the purchaser or transferee, is referred to as the "New Owner"), Lender may elect to terminate the Lease, effective upon transfer of the property to the New Owner. If Lender does not elect to terminate the Lease, Tenant shall attorn to the New Owner as Tenant's new landlord. Tenant further covenants and agrees that in such case the Lease shall continue as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement. Notwithstanding any contrary provision of the Lease or this Agreement, neither Lender nor any New Owner of the Property shall be:

- (a) liable for any act or omission of any prior landlord (including Borrower);
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower);
- (c) bound by any rent paid to Lender more than one (1) month in advance by Tenant under the Lease or any amendments, waivers or terminations of the Lease that were not approved by Lender; or
- (d) liable for the return of any security deposit of any other collateral for Tenant's obligations under the Lease and failure to return any such collateral will not give the tenant under the Lease any right to an offset or credit against any amounts due under the Lease.

2. Recognition. Borrower has assigned its interest in the Lease to Lender as additional security for the Loan. Tenant acknowledges and recognizes that Lender rent under the Master Lease is to be deposited directly into an operating account carried with the Lender until termination of the Lease. Lender shall not be bound by, or deemed to be a party to the Lease. Notwithstanding any provision of the Lease to the contrary, upon receipt of a notice from Lender that a default has occurred with respect to the Loan, Tenant shall cease making any further payments, whether such payments constitute rent, expense reimbursement or otherwise, to Borrower unless Tenant has first obtained Lender's written consent. In the

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absence of such consent, Tenant shall make all such payments directly to Lender for application in accordance with the terms of the Security Instruments.

3. Consent of Lender Required. Tenant agrees that without the prior written consent of Lender in each instance, it shall not (i) terminate, cancel or amend the Lease or (ii) surrender, or tender a surrender of, the Lease or the Property (or any portion thereof) or (iii) voluntarily subordinate or consent to the subordination of the Lease to any lien subordinate to the Security Instruments. Any such purported action without such consent shall be void as against the holder of the Security Instruments and any successor-landlord under the Lease.

4. Estoppel. Tenant acknowledges and agrees as follows:

(a) The Lease has not been amended or terminated and continues in full force and effect;

(b) Tenant has no existing claims, defenses or offsets against Borrower under the Lease, no uncured default exists under the Lease, and no event has occurred that would, with the passage of time or the giving of notice or both, constitute a default thereunder; and

(c) No rent under the Master Lease has been paid more than one (1) month in advance.

5. Miscellaneous.

(a) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(b) This Agreement shall inure to the benefit of the parties hereto, their respective successors and assigns, to the extent successors and assigns are permitted under the Mortgage.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(d) All notices hereunder shall be given in the manner provided in the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

GIORDANO'S ENTERPRISES, INC.,
an Illinois corporation

By: *John Capotola*
Name: _____
Its: _____

LENDER:

FIFTH THIRD BANK, an Ohio banking corporation, as
successor by merger with FIFTH THIRD BANK
(CHICAGO), a Michigan banking corporation

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

GIORDANO'S ENTERPRISES, INC.,
an Illinois corporation

By: _____
Name: _____
Its: _____

LENDER:

FIFTH THIRD BANK, an Ohio banking corporation, as
successor by merger with FIFTH THIRD BANK
(CHICAGO), a Michigan banking corporation

By: *Graine Lach*
Name: GRAINE LACH
Its: SVP

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ACKNOWLEDGED AND AGREED

as of the date set forth above:

RANDOLPH PARTNERS, LLC - 740 SERIES

By: Randolph Partners, L.P.,
its Sole Manager

By: *John Cipatolu*
Name: _____
Title: _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Susan L. Mahon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John Apostolou, the President of GIORDANO'S ENTERPRISES, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that (he/she) signed and delivered said instrument as (his/her) own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of October, 2010.

Susan L. Mahon
Notary Public

My Commission Expires:

8.2.14



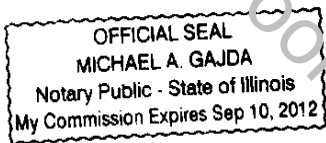
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ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Michael A. Gajda, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Gregory L. Jank, the SVP of FIFTH THIRD BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Gregory L. Jank SVP, appeared before me this day in person and acknowledged that (he/she) signed and delivered said instrument as (his/her) own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of October, 2010.



Michael A. Gajda
Notary Public

My Commission Expires:
9-10-2012

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ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Susan L. Mahon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John Apostolou, the President of RANDOLPH PARTNERS, LLC - 740 SERIES, a series of a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that (he/she) signed and delivered said instrument as (his/her) own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of October, 2010.

Susan L. Mahon
Notary Public

My Commission Expires:

8.2.14



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EXHIBIT A

Legal Description of Land

LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN OGDEN'S SUBDIVISION OF BLOCK 52 IN KINZIE'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax I.D. Number: 17-10-101-013

Property Address: 740 N. Rush Street, Chicago, Cook County, Illinois

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office